

**APPLICATION FOR USE OF CITY OF MIDLAND
RIGHT OF WAY FOR TEMPORARY SIGNS
FOR SPECIAL EVENTS**

Please print or type information

Legal Description of abutting property: _____

Description of permitted matter: _____

A drawing is attached hereto indicating the location of the permitted matter.

Permittee: _____

The City of Midland (hereinafter called "City") hereby extends this permit to the above named permittee to place the above described permitted matter on that portion of the City of Midland's right of way described above and depicted on the attached drawing. The City of Midland may unilaterally revoke this permit at any time.

In consideration herefor, the Permittee agrees as a covenant running with the land of the above described abutting premises:

1. Permittee will indemnify and hold harmless and defend the City and all of City's officers, agents and employees from all suits, actions, claims, damages, personal injuries involving accidental deaths, losses, property damages and expenses of any character whatsoever, including attorney's fees, brought for or on account of any injuries or damages received or sustained by any person or property, on account of any negligent act of Permittee, its agents or employees, in the execution, supervision and operations growing out of or in any way connected with the permitted matter described above, and Permittee will be required to pay any judgment with costs which may be obtained against City or any of its officers, agents or employees, including attorney's fees.
2. **PERMITTEE SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, PROPERTY DAMAGE, LOSSES, AND EXPENSE OF ANY CHARACTER WHATSOEVER INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF CITY, CITY'S OFFICERS, AGENTS AND EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OF DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH PERMITTEE OR PERMITTEE'S EMPLOYEES, OR AGENTS NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERMITTED MATTER DESCRIBED ABOVE AND PERMITTEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.**
3. **PERMITTEE SHALL INDEMNIFY AND HOLD HARMLESS ANY UTILITY FRANCHISED BY THE CITY OF MIDLAND FOR ANY DAMAGES SAID UTILITY MAY CAUSE TO THE ABOVE DESCRIBED PERMITTED MATTER BY REASON OF THAT UTILITY'S OCCUPATION OF THE RIGHT OF WAY;**
4. To remove or allow to be removed the above described matter at no cost to the City or any franchised utility should the City or that

franchised utility have need of the right of way conflicting with the permitted matter;

5. To carry a general liability insurance policy that provides public liability coverage the minimum amount of \$1,000,000.00 for bodily injury to or death of one or more persons and \$250,000.00 for property damage per occurrence, which policy shall be in effect during the entire time this Right of Way Use Permit is in effect. A Certificate of Insurance from an insurance carrier licensed to conduct business in the State of Texas setting forth the amounts and types of insurance shall be submitted to the City prior to the issuance of this permit. The Certificate of Insurance shall name the Permittee as the insured and shall further name the City of Midland, Texas, as an additional insured. Self insurance or a self insurance retention does not satisfy the insurance requirements of this section, and the City will not accept self insurance or a self insurance retention for purposes of this permit.

6. **RELEASE: NOTWITHSTAND ANY OTHER PROVISION PERMITTEE HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY’S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH PERMITTEE HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH CONTRACT, QUANTUM MERUIT, CLAIM UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY’S NEGLIGENCE.**

- 7. The Permittee and the City acknowledge that this permit is supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.
- 8. This permit shall terminate _____days after date of issuance.
- 9. The permittee shall pay a \$75.00 application fee.
- 10. The Permittee acknowledges and agrees that this shall constitute a written contract between the City and the Permittee.

This permit does not relieve the Permittee from the obligation of observing all applicable ordinances of the City of Midland, specifically including but not limited to the regulations of the Zoning Code and the requirement to obtain a building permit where applicable.

SIGNED AND ISSUED this _____ day of _____, 20____.

PERMITTEE:

CITY OF MIDLAND, TEXAS

By _____

City Manager or Designee

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

NOTARY AFFIDAVIT

STATE OF TEXAS }
 }
COUNTY OF MIDLAND }

BEFORE ME, the undersigned authority, personally appeared _____,
known to me, and on oath stated that he executed the foregoing document for the
purpose and considerations therein expressed and an act and deed of the City of
Midland , Texas.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of
_____20____.

Notary Public, State of Texas

STATE OF TEXAS }
 }
COUNTY OF MIDLAND }

BEFORE ME ,the undersigned authority, personally appeared _____,
Permittee, known to me, and on oath stated that he/she executed the foregoing
document for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of
_____20____.

Notary Public, State of Texas